



# County of Los Angeles **CHIEF EXECUTIVE OFFICE**

713 KENNETH HAHN HALL OF ADMINISTRATION  
LOS ANGELES, CALIFORNIA 90012  
(213) 974-1101  
<http://ceo.lacounty.gov>

**WILLIAM T FUJIOKA**  
Chief Executive Officer

March 4, 2008

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

Dear Supervisors:

**DEPARTMENT OF PUBLIC WORKS: AS-NEEDED FINAL MAP  
CHECKING SERVICES-AWARD OF CONSULTANT SERVICES AGREEMENTS  
(ALL SUPERVISORIAL DISTRICTS)  
(3 VOTES)**

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Find that the proposed agreements are categorically exempt from the provisions of the California Environmental Quality Act.
2. Authorize the Director of Public Works or his designee to execute three Consultant Services Agreements with Bureau Veritas North America, Inc.; Harris and Associates; and Sikand Engineering Associates.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The purpose of the recommendation is to execute three Consultant Services Agreements for as-needed final map checking services with Bureau Veritas North America, Inc.; Harris and Associates; and Sikand Engineering Associates for as-needed final map checking services for three-year terms commencing on the date of the initial Notice to Proceed, for a not-to-exceed fee of \$350,000 each, for a total of \$1,050,000.

The current and anticipated workload exceeds the capacity of existing County resources, and these agreements are an efficient means of providing as-needed final map checking services for large and small projects while reducing procurement costs associated with individual contracts. The approved Consultant Services Agreements will also allow Public Works' Land Development Division the ability to augment staff

Board of Supervisors  
**GLORIA MOLINA**  
First District

**YVONNE B. BURKE**  
Second District

**ZEV YAROSLAVSKY**  
Third District

**DON KNABE**  
Fourth District

**MICHAEL D. ANTONOVICH**  
Fifth District

levels on an as-needed basis. This flexibility is needed to meet the intermittent need for additional final map checking services.

### **Implementation of Strategic Plan Goals**

The Countywide Strategic Plan directs that we provide Service Excellence (Goal 1), Organizational Effectiveness (Goal 3), and Fiscal Responsibility (Goal 4) by providing the public with timely final map checking services that help maintain construction scheduling and stimulate the local economy.

### **FISCAL IMPACT/FINANCING**

Financing for the first year of the agreements is available from the Fiscal Year 2007-08 County Engineer General Fund. Financing for work in subsequent years will be funded from subsequent years' budgets. The County Engineer General Fund is financed by fees for services.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

A standard Consultant Services Agreement, in the form previously approved as to form by County Counsel, will be used. The standard Consultant Services Agreements includes the standard Board-directed clauses that provide for contract termination, renegotiations, and hiring of qualified displaced County employees.

As requested by your Board on August 12, 1997, and as a threshold requirement for consideration for contract award, Bureau Veritas North America, Inc.; Harris and Associates; and Sikand Engineering Associates are willing to consider Greater Avenues for Independence/General Relief Opportunity for Work participants for future employment.

As required by your Board, language has been incorporated into the agreements requiring the consultants, and their subconsultants, to notify their employees about Board Policy 5.135 (Safely Surrendered Baby Law) and that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws.

Bureau Veritas North America, Inc.; Harris and Associates; and Sikand Engineering Associates are in full compliance with Los Angeles County Code Chapter 2.200 (Child Support Compliance Program), and Chapter 2.203 (Contractor Employee Jury Service Program).

The agreements with Bureau Veritas North America, Inc.; Harris and Associates; and Sikand Engineering Associates will include a cost-of-living adjustment provision in accordance with your Board policy, which was approved on January 2003.

### **ENVIRONMENTAL DOCUMENTATION**

Awarding these agreements is categorically exempt from the requirements of the California Environmental Quality Act pursuant to Sections 15309 (Class 9) and 15321 (Class 21) of the California Environmental Quality Act Guidelines.

### **CONTRACTING PROCESS**

On August 13, 2007, Public Works issued Request for Proposals to 24 firms to provide final map checking services. We received seven proposals, and an Evaluation Committee, comprised of Public Works staff, evaluated the proposals. The evaluation was based on technical expertise, proposed work plan, experience, personnel qualifications, and understanding of the work requirements. The firms were selected without regard to race, creed, color, or gender. Based on the review and evaluation of the proposals, Public Works selected Bureau Veritas North America, Inc.; Harris and Associates; and Sikand Engineering Associates as the three most qualified firms.

As requested by your Board on February 3, 1998, this contract opportunity was listed on the "Doing Business with Us" website. A copy of the website posting is included as Attachment A for your reference.

Bureau Veritas North America, Inc.; Harris and Associates; and Sikand Engineering Associates participation data and three-year contracting histories are on file with Public Works.

Public Works has evaluated and determined that the Living Wage Program (County Code Chapter 2.201) does not apply to the recommended agreements as these agreements are for non-Proposition A services.

### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

There will be no negative impact on current County services or projects as a result of authorizing the award of the recommended Consultant Services Agreements. Authorizing the recommended Consultant Services Agreements with Bureau Veritas North America, Inc.; Harris and Associates; and Sikand Engineering Associates will allow Public Works the ability to provide the public with timely final map checking services.

The Honorable Board of Supervisors  
March 4, 2008  
Page 4

**CONCLUSION**

Please return one adopted copy of this letter to Public Works, Land Development Division.

Respectfully submitted,



WILLIAM T FUJIOKA  
Chief Executive Officer

WTF:DLW  
DH:ca

Attach. (4)

c: County Counsel  
Department of Public Works (Architectural Engineering, Budget/Fund Management)  
Department of Social Services (GAIN/GROW Program)

**ATTACHMENT A**  
**AS-NEEDED FINAL MAP REVIEW AND DOCUMENT PREPARATION SERVICES**  
**January 23, 2008**

The as-needed services to be rendered by the consultant shall include all services as described in their September 11, 2007, proposal except to the extent they are inconsistent with this attachment and the terms of this agreement and shall consist of all such services as are customarily rendered when providing professional services of this type. The as-needed services to be rendered by the consultant shall also include: (1) review of final maps for technical accuracy in compliance with the State Subdivision Map Act and Title 21 of County Code, and (2) prepare documents for parcel map waivers and easements for roads, sewers, and drainage facilities. The final map review and document preparation shall be done under the direct supervision of a California-licensed Civil Engineer (pre-1982) or Land Surveyor. Personnel performing work under this agreement must be supervised by a California professional Land Surveyor experienced in the field of final map preparation or final map review and document preparation. The consultant shall bear full responsibility and be liable for their work. All work shall be performed at the consultant's facilities.

The Assistant Deputy Director of Land Development Division or his designee shall have final decision authority over the results of the final map review and document preparation by the consultant and approve all work performed by the consultant to the satisfaction of Public Works.

Scope of Work

1. Conduct a comprehensive review of the final maps for technical accuracy and compliance with Public Works plan review policies and guidelines and other pertinent State and County regulations and policies to include, but not be limited to, the following:
  - Submit completed final map plans along with a transmittal letter and plan check comments to customer (submitter) in a timely manner, ten (10) working days or less. A copy of the transmittal letter will be hand delivered or mailed to the County on the same day. The County's copy of the transmittal letter shall include: date the plans were received, the date the plan review was completed, the date the submitter was notified that the plan review was completed, and the name and phone number of the submitter's designee that was notified.
  - Notify the County in a timely manner within nine (9) working days if the review time of ten (10) working days cannot be met.
  - Perform all necessary rechecks as authorized by Public Works to achieve technical accuracy of the plans and compliance with regulations and policies.
  - Maintain records related to all plans, calculations, and documents received for the entire period of said contract length of term.

- Submit plans, calculations, and other related documents to the designated County representative for final review and clearance upon completion of all necessary plan revisions by submitter of plans.
2. Provide superior customer service and be responsive to questions and inquiries by customers (submitter) and the County.
  3. Perform all necessary liaison with Public Works, Land Development Division, and the submitter or submitter's designee either by telephone, mail, or meeting in the offices of Land Development Division.
  4. Attend bimonthly meetings, and/or on an as-needed basis, at the request of the County.
  5. Prepare necessary documents for parcel map waivers and easement documents for road, sewer, and drainage facilities according to Public Works policies and guidelines and other pertinent State and County regulations and policies to include, but not be limited to, the following:
    - Return prepared documents to Land Development Division in fifteen (15) working days or less. The consultant shall notify the County in a timely manner when this requirement cannot be met.
    - Perform all necessary liaison with Public Works and the project applicant requesting the parcel map waiver or easement document by telephone, mail, or meeting in the offices of Land Development Division.

#### Schedule

The Consultant Services Agreement will be for three (3) years starting upon receipt of the first Notice to Proceed. At the County's option and with written mutual agreement, this agreement may be extended for two (2) additional one (1)-year terms. The fee schedule will remain unchanged for the first year. The fee schedule for the succeeding Consultant Services Agreement will be in accordance with the County's cost-of-living policy.

#### Compensation

Invoices shall conform to Public Works Invoicing Instructions. Mileage is not reimbursable.

Consultant shall be paid fifty (50) percent of the final plan check fees charged by the Land Development Division 2007-08 Fee Schedule.

In situations where staff provides three (3) plan check reviews for the application fee, Consultant shall be paid fifty (50) percent of the plan check fee received from the applicant in the following manner:

- Fifty (50) percent after completion of the first plan check review
- Thirty (30) percent after completion of the second plan check review
- Twenty (20) percent after completion of the third plan check review

In situations where additional final map plan check reviews are needed, Consultant shall be paid fifty (50) percent of the final map plan check fee received from the applicant in the following manner:

- Fifty (50) percent after completion of the fourth plan check review
- Fifty (50) percent after completion of the fifth plan check review

In situations where staff provides less than three (3) plan check reviews for the application fee, Consultant shall only be paid for work rendered as per the schedule.

Consultant shall submit payment request after each final map plan check review.

FP:ca

L-2\IP\LD PUB\SUBMAP\FABRIZIO\REQUEST FOR PROPOSALS AS-NEEDED\FINAL MAPS.1

SAMPLE

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

BY AND BETWEEN

COUNTY OF LOS ANGELES, a body corporate  
and politic, hereinafter referred to as COUNTY,

AND

BUREAU VERITAS NORTH AMERICA, INC.,  
hereinafter referred to as Consultant,

COUNTY has determined that it is a matter of public convenience and necessity to engage the specialized services of a Consultant to provide As-needed Final Map Review and Document Preparation Services.

Consultant is a firm of recognized professionals with extensive experience and training in its specialized field. In rendering these services, Consultant shall, at a minimum, exercise the ordinary care and skill expected of the average practitioner in Consultant's profession acting under similar circumstances. The work will involve the performance of professional, expert, and/or technical services of a temporary or part-time duration; and

The parties hereto do mutually agree as follows:

1. Definition

COUNTY means either COUNTY; COUNTY, as agent for such joint powers authority or nonprofit corporation as may be involved in the issuance of bonds, certificates of participation, or other evidences of indebtedness to finance the work contemplated herein; or said joint powers authority or nonprofit corporation.

2. Consultant's Services

The scope of work shall be as outlined in Attachment 1 dated January 23, 2008. No work shall commence on this project until a written Notice to Proceed is issued by COUNTY.

3. Consideration

In consideration of the performance by Consultant in a manner satisfactory to COUNTY of the services described in Article 2 above, including receipt and acceptance of such work by Director of the COUNTY of Los Angeles Department of Public Works (hereinafter called Director), COUNTY agrees to pay Consultant a maximum not to exceed fee of **Three Hundred Fifty Thousand Dollars (\$350,000)**.



COUNTY shall compensate Consultant as follows:

- a. **Consultant may invoice County after every completed plan check review. Invoices shall be accompanied by an analysis of work completed for the invoice period. Payments for invoices for the work accomplished shall be made monthly upon verification and acceptance of such work by Director, as stated in Attachment 1 dated January 23, 2008 up to a maximum of \$350,000. This analysis shall be prepared in a format satisfactory to Director. Consultant shall be paid fifty (50) percent of the final map check fee being charged at the time of the review by Land Development Division.**

**In situations where staff provides three (3) plan check reviews for application fee, Consultant shall be paid fifty (50) percent of the plan check fee received from the applicant in the following manner:**

- 1. Fifty (50) percent after completion of the first plan check review; then**
- 2. Thirty (30) percent after completion of the second plan check review; then,**
- 3. Twenty (20) percent after completion of the third plan check review.**

**In situations where additional final map plan check reviews are needed, Consultant shall be paid fifty (50) percent of the final plan check fee received from the applicant in the following manner:**

- 1. Fifty (50) percent after completion of the fourth plan check review; then,**
- 2. Fifty (50) percent after completion of the fifth plan check review.**

**In situations where staff provides less than three (3) plan check reviews for the application fee, Consultant shall only be paid for work rendered as per the above schedule.**

- b. **Supplemental Consultant Services may be required at COUNTY'S discretion, upon prior written authorization by Director, and will be based on Consultant's fee schedule on file with Director.**
- c. **Every 12 months starting on July 1 and each 12 months thereafter until expiration of the Agreement by termination or otherwise as provided for herein, the COUNTY may adjust Plan Check Fees in accordance with the County's Procedure for Cost of Living**

Adjustments (COLAs). The COUNTY shall limit COLAs to the lesser of: 1) the average salary increase or decrease granted to COUNTY employees for the 12 month period preceding the prior July 1<sup>st</sup> or 2) the increase or decrease from the previous fiscal year's U.S. Department of Labor Bureau of Labor Statistics' Urban Consumer Price Index for Los Angeles-Riverside-Orange COUNTY, CA. If the COLA is based on the CPI, the adjustment shall be based on the change in the CPI from time of the initial notice to proceed for this CONTRACT to the time at which the COLA is to be made. **In the event fiscal circumstances ultimately prevent the Board of Supervisors from approving any increase in employee salaries for a fiscal year, the Plan Check Fee will not receive a COLA for the CONTRACT period which coincides with that fiscal year.**

**A plan check that starts at one fee shall remain at that starting fee until final completion of all plan checks for that project even if Plan Check Fees are adjusted for COLA by the County.**

- d. In the event that budget reductions occur in any fiscal year covered by this AGREEMENT that may cause COUNTY to consider terminating this AGREEMENT, the COUNTY may attempt to renegotiate the terms of this AGREEMENT to reduce the cost thereof in lieu of termination under the termination provisions of the CONTRACT.
- e. All funds for payment of services rendered after June 30 of the current fiscal year are subject to COUNTY'S legislative appropriation for this purpose. Payments for services following June 30 of each fiscal year are dependent upon the same action. Notwithstanding any other provision of this AGREEMENT, COUNTY shall not be obligated for Consultant's performance hereunder or by any provision of this AGREEMENT during any of COUNTY'S future fiscal years unless and until COUNTY'S Board of Supervisors appropriates funds for this AGREEMENT in COUNTY'S budget for each future fiscal year, and in the event that funds are not appropriated for this AGREEMENT, this AGREEMENT shall terminate as of June 30 of the last fiscal year for which funds were appropriated. COUNTY shall notify Consultant in writing of such nonappropriation of funds at the earliest possible date.
- f. Consultant will not be required to perform services which will exceed the CONTRACT amount, scope of work, and CONTRACT dates without amendment to this AGREEMENT.

Consultant will not proceed with additional services without prior written authorization. Consultant will not be paid for any expenditures beyond the CONTRACT amount stipulated without amendment to this AGREEMENT.

- g. Consultant will notify COUNTY when CONTRACT amount has been incurred up to 75% of the CONTRACT total.

4. Equipment and Supplies

Consultant agrees to furnish all necessary equipment and supplies used in the performance of the aforementioned services at Consultant's sole cost and expense.

5. COUNTY'S Responsibility

COUNTY will make available drawings, specifications, and other records as available in COUNTY Department of Public Works' file. Notwithstanding the foregoing, COUNTY does not represent the accuracy of the content of said materials.

6. COUNTY'S Representative

Director, or his authorized representative, shall represent COUNTY in all matters pertaining to the services to be rendered pursuant to this AGREEMENT.

7. Term and Termination

**THE TERM OF THIS AGREEMENT SHALL COMMENCE ON THE DATE STIPULATED IN THE NOTICE TO PROCEED, AND UNLESS OTHERWISE EXTENDED, SHALL TERMINATE THREE (3) YEARS FROM THE DATE ON THE ORIGINAL NOTICE TO PROCEED. THE COUNTY MAY EXTEND THIS AGREEMENT FOR TWO (2) ADDITIONAL ONE (1)-YEAR TERMS.** COUNTY may, at its sole option and discretion, cancel or terminate this AGREEMENT, without any liability other than payment for work already performed, up to the date of termination by giving three days written notice of such termination to Consultant. Consultant shall be paid the reasonable value of its services rendered. In the event of any such termination by COUNTY, Consultant shall provide to COUNTY a termination report consisting of all drawings, specifications, reports, and data accumulated to the date of such termination in a form capable of assimilation for use by COUNTY.

8. Ownership of COUNTY Materials

a. Consultant and COUNTY agree that all materials, including but not limited to, designs, specifications, techniques, plans, reports, deliverables, data, photographs, diagrams, maps, images, graphics, text, videos, advertising, software, source

codes, website plans and designs, interactive media, drafts, working papers, outlines, sketches, summaries, edited and/or unedited versions of deliverables, and any other materials or information developed under this AGREEMENT and any and all Intellectual Property rights to these materials, including any copyrights, trademarks, service marks, trade secrets, trade names, unpatented inventions, patent applications, patents, design rights, domain name rights, know-how, and any other proprietary rights and derivatives thereof, is and/or shall be the sole property of COUNTY (hereafter collectively, "COUNTY Materials"). Consultant hereby assigns and transfers to COUNTY all Consultant's right, title and interest in and to all such COUNTY Materials developed under this AGREEMENT.

Notwithstanding such COUNTY ownership in the COUNTY Materials, Consultant may retain possession of working papers and materials prepared by Consultant under this CONTRACT. During and for a minimum of five years subsequent to the term of this CONTRACT, COUNTY shall have the right to inspect any and all such working papers and materials, make copies thereof and use the working papers and materials and the information contained therein.

b. Consultant shall execute all documents requested by COUNTY and shall perform all other acts requested by COUNTY to assign and transfer to, and vest in COUNTY, all Consultant's right, title and interest in and to the COUNTY Materials, including, but not limited to, any and all copyrights, trademarks, service marks, trade names, unpatented inventions, patent applications, patents, design rights, domain name rights, know-how, and any other proprietary rights and derivatives thereof resulting from this CONTRACT. COUNTY shall have the right to register all applicable copyrights, trademarks and patents in the name of the COUNTY of Los Angeles. Further, COUNTY shall have the right to assign, license, or otherwise transfer any and all COUNTY'S rights, title and interest, including, but not limited to copyrights, trademarks, and patents, in and to the COUNTY Materials.

c. Consultant represents and warrants that the COUNTY Materials prepared herein under this AGREEMENT, is the original work of Consultant and does not infringe upon any Intellectual Property or proprietary rights of third parties. For those portions of the COUNTY Materials that are not the original work of Consultant, Consultant represents and warrants that it has secured all appropriate licenses, rights, and/or permission from appropriate third parties to include such materials in the COUNTY Materials.

Consultant shall defend, indemnify and hold COUNTY harmless against any claims by third parties based on infringement of copyright, patent, trade secret, trademark, or any other claimed Intellectual Property or proprietary right, arising from COUNTY'S use of COUNTY Materials created and/or prepared by Consultant. Consultant will also indemnify and defend at its sole expense, any action brought against COUNTY based on a claim that COUNTY Materials furnished hereunder by Consultant and used within the scope of this AGREEMENT infringe any copyright, patent, trade secret, trademark, or any

other claimed intellectual property or proprietary right of third parties, and Consultant will pay any costs, damages and attorney's fees incurred by COUNTY. COUNTY will notify Consultant promptly and in writing of any such action or claim and will permit Consultant to fully participate in the defense thereof.

d. Consultant shall affix the following notice to all COUNTY Materials: "© Copyright 2007 (or such other appropriate date of first publication), COUNTY of Los Angeles. All Rights Reserved." Consultant shall affix such notice on the title page of all images, photographs, documents and writings, and otherwise as COUNTY may direct.

e. COUNTY shall also have the sole right to control the preparation, modification, and revisions to, all acknowledgment and/or attribution language for all COUNTY Materials resulting from this AGREEMENT. COUNTY will however, honor requests by Consultant seeking removal of all acknowledgment and/or attribution language relating to the Consultant, should Consultant no longer wish to receive attribution for its work on the COUNTY Materials.

f. If directed to do so by COUNTY, Consultant will place the COUNTY name and COUNTY logo on COUNTY Materials developed under this AGREEMENT. Consultant may not however, use the COUNTY name and COUNTY logo on any other materials prepared or developed by Consultant that falls outside the scope of this AGREEMENT.

#### 9. Indemnification and Insurance

Two alternative Indemnification and Insurance Provisions are set forth in Attachments 2 and 3 of this AGREEMENT.

Consultant has selected one of the two alternative Indemnification and Insurance Provisions and has indicated its selection by initialing the selected alternative as follows:

Alternative 1 \_\_\_\_\_ Alternative 2 \_\_\_\_\_

#### 10. Anti-Discrimination

The following provisions are required by Section 4.32.010 et seq. of the Los Angeles COUNTY Code:

Consultant certifies and agrees that all persons employed by Consultant, its affiliates, subsidiaries, or holding companies are, and will be, treated equally by Consultant without regard to or because of race, religion, ancestry, national origin, or sex, and in compliance with state and Federal anti-discrimination laws. Consultant further certifies and agrees that it will deal with its subconsultants, bidders, and vendors without regard to or

because of race, religion, ancestry, national origin, or sex. Consultant agrees to allow access to its employment records during regular business hours to verify compliance with the foregoing provisions when so requested by COUNTY.

Consultant specifically recognizes and agrees that if COUNTY finds that any of the foregoing provisions have been violated, the same shall constitute a material breach of CONTRACT upon which COUNTY may determine to cancel, terminate, or suspend the CONTRACT. While COUNTY reserves the right to determine individually that the anti-discrimination provision of the CONTRACTS have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Consultant has violated state or Federal anti-discrimination laws shall constitute a finding by COUNTY that Consultant has violated the anti-discrimination provisions of the CONTRACT.

At its option, and in lieu of canceling, terminating, or suspending the CONTRACT, COUNTY may impose damages for any violation of the anti-discrimination provisions of this paragraph, in the amount of Two Hundred Dollars (\$200) for each violation found and determined. COUNTY and Consultant specifically agree that the aforesaid amount shall be imposed as liquidated damages, and not as a forfeiture or penalty. It is further specifically agreed that the aforesaid amount is presumed to be the amount of damages sustained by reason of any such violation, because from the circumstances and the nature of the violation, it is impracticable and extremely difficult to fix actual damages.

#### 11. Independent Contractor Status

This AGREEMENT is by and between COUNTY of Los Angeles and Consultant and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between COUNTY and Consultant.

Consultant understands and agrees that all persons furnishing services to COUNTY pursuant to this AGREEMENT are, for purposes of Workers' Compensation liability, employees solely of Consultant and not of COUNTY.

Consultant shall bear the sole responsibility and liability for furnishing workers' compensation benefits to any person for injuries arising from, or connected with, services performed on behalf of Consultant pursuant to this AGREEMENT.

#### 12. COUNTY'S Quality Assurance Plan

COUNTY, or its agent, will evaluate Consultant's performance under this AGREEMENT on not less than an annual basis. Such evaluation will include assessing Consultant's compliance with all CONTRACT terms and performance standards.

Consultant deficiencies which COUNTY determines are severe or continuing, and that may place performance of the AGREEMENT in jeopardy if not corrected, will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by COUNTY and Consultant. If improvement does not occur consistent with the corrective action measures, COUNTY may terminate this AGREEMENT or impose other penalties as specified in this AGREEMENT.

13. Assignment

This AGREEMENT shall not be assigned without the prior written consent of COUNTY. Any attempt to assign without such consent shall be void and confer no rights on any third parties.

14. Forum Selection

Consultant hereby agrees to submit to the jurisdiction of the courts of the State of California. The exclusive venue of any action brought by Consultant, on Consultant's behalf or on the behalf of any subconsultant, which arises from this AGREEMENT or is concerning or connected with services performed pursuant to this AGREEMENT, shall be deemed to be in the courts of the State of California located in Los Angeles COUNTY, California.

15. Conflict of Interest

No COUNTY employee in a position to influence the award of this AGREEMENT or any competing AGREEMENT, and no spouse or economic dependent of such employee, shall be employed in any capacity by Consultant herein, or have any other direct or indirect financial interest in this AGREEMENT.

16. Prohibition from Involvement in Bidding Process

Consultant understands and agrees that neither it nor its subsidiaries shall be involved in any way in the bidding process on any Request for Proposal developed or prepared by or with the assistance of Consultant's services rendered pursuant to this AGREEMENT, either as a prime Consultant or subconsultant, or as a Consultant to any other prime Consultant or subconsultant. Any such involvement by Consultant shall result in the rejection by the COUNTY of the bid by the prime Consultant in question.

17. Lobbying

Consultant and each COUNTY lobbyist or COUNTY lobbying firm as defined in Los Angeles COUNTY Code Section 2.160.010, retained by Consultant, shall fully comply with COUNTY Lobbyist Ordinance, Los Angeles COUNTY Code Chapter 2.160. Failure on the part of Consultant or any COUNTY lobbyist or COUNTY lobbying firm

retained by Consultant to fully comply with COUNTY Lobbyist Ordinance shall constitute a material breach of this CONTRACT, upon which COUNTY may immediately terminate or suspend this CONTRACT.

18. Gratuities

It is improper for any COUNTY officer, employee, or agent to solicit consideration, in any form, from Consultant with the implication, suggestion, or statement that Consultant's provision of the consideration may secure more favorable treatment for Consultant in the award of the CONTRACT or that Consultant's failure to provide such consideration may negatively affect COUNTY'S consideration of Consultant's submittal. Consultant shall not offer or give, either directly or through an intermediary, consideration, in any form, to a COUNTY officer, employee, or agent for the purpose of securing favorable treatment with respect to the award of the CONTRACT.

Consultant shall immediately report any attempt by a COUNTY officer, employee, or agent to solicit such improper consideration. The report shall be made either to COUNTY manager charged with the supervision of the employee, or to COUNTY Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861. Failure to report such a solicitation may result in Consultant's submittal being eliminated from consideration.

Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

19. Employment of Laid-Off COUNTY Employees

Should Consultant, or any subconsultant performing more than \$250,000 of the CONTRACT value, require additional or replacement personnel to perform services under this CONTRACT other than the performance of a skilled trade, Consultant shall give first consideration for such employment openings to qualified COUNTY employees who are targeted for layoff or qualified former COUNTY employees who are on a re-employment list.

20. Consultant's Warranty of Adherence to COUNTY'S Child Support Compliance Program

Consultant acknowledges that COUNTY has established a goal of ensuring that all individuals who benefit financially from COUNTY through CONTRACT are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon COUNTY and its taxpayers.

As required by COUNTY'S Child Support Compliance Program (COUNTY Code Chapter 2.200) and without limiting Consultant's duty under this CONTRACT to



comply with all applicable provisions of law, Consultant warrants that it is now in compliance and shall during the term of this CONTRACT maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or DISTRICT Attorney Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

Failure of Consultant to maintain compliance with these requirements shall constitute a default by Consultant under this CONTRACT. Without limiting the rights and remedies available to COUNTY under any other provision of this CONTRACT, failure to cure such default within 90 days of notice by the Los Angeles COUNTY Child Support Services Department shall be grounds upon which COUNTY Board of Supervisors may terminate this CONTRACT.

21. Consultant's Acknowledgment of COUNTY'S Commitment to Child Support Enforcement

Consultant acknowledges that COUNTY places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Consultant understands that it is COUNTY'S policy to encourage all COUNTY consultants to voluntarily post COUNTY'S L.A.'s Most Wanted: Delinquent Parents poster in a prominent position at Consultant's place of business. COUNTY'S DISTRICT Attorney will supply Consultant with the poster to be used.

22. Termination for Improper Consideration

COUNTY may, by written notice to Consultant, immediately terminate the right of Consultant to proceed under this AGREEMENT if it is found that consideration, in any form, was offered or given by Consultant, either directly or through an intermediary, to any COUNTY officer, employee, or agent with the intent of securing the AGREEMENT or securing favorable treatment with respect to the award, amendment, or extension of the AGREEMENT or the making of any determinations with respect to Consultant's performance pursuant to the AGREEMENT. In the event of such termination, COUNTY shall be entitled to pursue the same remedies against Consultant as it could pursue in the event of default by Consultant.

Consultant shall immediately report any attempt by a COUNTY officer or employee to solicit such improper consideration. The report shall be made either to COUNTY manager charged with the supervision of the employee or to COUNTY Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

23. Consideration of GAIN/GROW Program Participants for Employment

Should Consultant require additional or replacement personnel after the effective date of this AGREEMENT, Consultant shall give consideration for any such employment openings to participants in COUNTY'S Department of Public Social Services' Greater Avenues for Independence (GAIN) or General Relief Opportunity for Work (GROW) Program who meet Consultant's minimum qualifications for the open position. COUNTY will refer GAIN/GROW participants by job category to Consultant.

24. Notice to Employees Regarding the Federal Earned Income Credit

Consultant shall notify its employees, and shall require each subconsultant to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirement set forth in Internal Revenue Service Notice 1015.

25. Reduction of Solid Waste

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the COUNTY landfills, the Consultant agrees to use recycled-content paper to the maximum extent possible on the project.

26. COUNTY Rights

The COUNTY may employ, either during or after performance of this CONTRACT, any right of recovery the COUNTY may have against the Consultant by any means it deems appropriate including, but not limited to, set-off, action at law or in equity, withholding, recoupment, or counterclaim. The rights and remedies of the COUNTY under this CONTRACT are in addition to any right or remedy provided by California law.

27. Fair Labor Standards Act

Consultant shall comply with all applicable provisions of the Federal Fair Labor Standards Act, and shall indemnify, defend, and hold harmless COUNTY, its agents, officers, and employees from any and all liability including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law including, but not limited to, the Federal Fair Labor Standards Act for services performed by Consultant's employees for which COUNTY may be found jointly or solely liable.

28. Prevailing Wage Requirements

Consultant must comply with all applicable prevailing wage requirements. The subject project is a public work as defined in Section 1720 of the California Labor Code.

29. Employment Eligibility Verification

Consultant warrants that it fully complies with all Federal statutes and regulations regarding employment of aliens and others, and that all its employees performing services hereunder meet the citizenship or alien status requirements contained in Federal statutes and regulations. Consultant shall obtain, from all covered employees performing services hereunder, all verifications and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be hereafter amended. Consultant shall retain such documentation for all covered employees for the period prescribed by law. Consultant shall indemnify, defend, and hold harmless COUNTY, its officers, and employees from employer sanctions and any other liability which may be assessed against Consultant or COUNTY in connection with any alleged violation of Federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this AGREEMENT.

30. Consultant Responsibility and Debarment

a. A responsible Consultant is a Consultant who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the CONTRACT. It is the COUNTY'S policy to conduct business only with responsible consultants.

b. The Consultant is hereby notified that, in accordance with Chapter 2.202 of the COUNTY Code, if the COUNTY acquires information concerning the performance of the Consultant on this or other CONTRACTS which indicates that the Consultant is not responsible, the COUNTY may, in addition to other remedies provided in the CONTRACT, debar the Consultant from bidding or proposing on, or being awarded, and/or performing work on COUNTY CONTRACTS for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing CONTRACTS the Consultant may have with the COUNTY.

c. The COUNTY may debar a Consultant if the Board of Supervisors finds, in its discretion, that the Consultant has done any of the following: (1) violated a term of a CONTRACT with the COUNTY or a nonprofit corporation created by the COUNTY; (2) committed an act or omission which negatively reflects on the Consultant's quality, fitness or capacity to perform a CONTRACT with the COUNTY, any other public entity, or a nonprofit corporation created by the COUNTY, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the COUNTY or any other public entity.

d. If there is evidence that the Consultant may be subject to debarment, the Department will notify the Consultant in writing of the evidence which is the basis for the proposed debarment and will advise the Consultant of the scheduled date for a debarment hearing before the Contractor Hearing Board.

e. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Consultant and/or the Consultant's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Consultant should be debarred, and, if so, the appropriate length of time of the debarment. The Consultant and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

f. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.

g. If the Consultant has been debarred for a period longer than five years, that Consultant may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The COUNTY may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Consultant has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the COUNTY.

h. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Consultant has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

i. These terms shall also apply to subconsultants of COUNTY Consultants.

31. Compliance with Jury Service Program

This CONTRACT is subject to provisions of the COUNTY'S ordinance entitled Contractor Employee Jury Service (Jury Service Program) as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles COUNTY Code.

a. Unless Consultant has demonstrated to the COUNTY'S satisfaction either that Consultant is not a Consultant as defined under the Jury Service Program (Section 2.203.020 of the COUNTY Code) or that Consultant qualifies for an exception to the Jury Service Program (Section 2.203.070 of the COUNTY Code), Consultant shall have and adhere to a written policy that provides that its Employees shall receive from the Consultant, on an annual basis, no less than five days of regular pay for actual jury service.

The policy may provide that Employees deposit any fees received for such jury service with the Consultant or that the Consultant deduct from the Employee's regular pay the fees received for jury service.

b. For purposes of this Section, Consultant means a person, partnership, corporation or other entity which has a CONTRACT with the COUNTY or a subcontract with a COUNTY Consultant and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more COUNTY CONTRACTS or subcontracts. Employee means any California resident who is a full -time employee of Consultant. Full- time means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the COUNTY, or 2) Consultant has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Consultant uses any subconsultant to perform services for the COUNTY under the CONTRACT, the subconsultant shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract AGREEMENT and a copy of the Jury Service Program shall be attached to the AGREEMENT.

c. If Consultant is not required to comply with the Jury Service Program when the CONTRACT commences, Consultant shall have a continuing obligation to review the applicability of its exception status from the Jury Service Program, and Consultant shall immediately notify COUNTY if Consultant at any time either comes within the Jury Service Program's definition of Consultant or if Consultant no longer qualifies for an exception to the Program. In either event, Consultant shall immediately implement a written policy consistent with the Jury Service Program. The COUNTY may also require, at any time during the CONTRACT and at its sole discretion, that Consultant demonstrate to the COUNTY'S satisfaction that Consultant either continues to remain outside the Jury Service Program's definition of Consultant and/or that Consultant continues to qualify for an exception to the Program.

d. Consultant's violation of this Section of the CONTRACT may constitute a material breach of the CONTRACT. In the event of such material breach, COUNTY may, in its sole discretion, terminate the Consultant and/or bar Consultant from the award of future COUNTY CONTRACTS for a period of time consistent with the seriousness of the breach.

32. **No Payment for Services Provided Following Expiration/Termination of AGREEMENT**

Consultant shall have no claim against COUNTY for payment for any money or reimbursement, of any kind whatsoever, for any service provided by Consultant after the expiration or other termination of this AGREEMENT. Should Consultant receive any such payment it shall immediately notify COUNTY and shall immediately repay all such funds to COUNTY. Payment by COUNTY for services rendered after expiration/termination of this AGREEMENT shall not constitute a waiver of COUNTY'S right to recover such payment from Consultant. This provision shall survive the expiration or other termination of this AGREEMENT.

33. **Notice to Employees Regarding the Safely Surrendered Baby Law**

The Consultant shall notify and provide to its employees, and shall require each subconsultant to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles COUNTY, and how to safely surrender a baby. The fact sheet is available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.

The Consultant acknowledges that the COUNTY places a high priority on the implementation of the Safely Surrendered Baby Law. The Consultant understands that it is the COUNTY'S policy to encourage all COUNTY Consultants to voluntarily post the COUNTY'S, A Safely Surrendered Baby Law poster, in a prominent position at the Consultant's place of business. The COUNTY'S Department of Children and Family Services will supply the Consultant with the poster to be used.

34. **Consultant Assignment**

a. Consultant shall not assign its rights or delegate its duties under the AGREEMENT, or both, whether in whole or in part, without the prior written consent of COUNTY, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, COUNTY consent shall require a written amendment to the AGREEMENT, which is formally approved and executed by the parties. Any payments by COUNTY to any approved delegate or assignee on any claim under the AGREEMENT shall be deductible, at COUNTY'S sole discretion, against the claims which Consultant may have against COUNTY.

b. Shareholders, partners, members, or other equity holders of Consultant may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Consultant to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the AGREEMENT, such disposition is an assignment requiring the prior written consent of COUNTY in accordance with applicable provisions of this AGREEMENT.

c. Any assumption, assignment, delegation, or takeover of any of the Consultant's duties, responsibilities, obligations, or performance of same by any entity other than the Consultant, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without COUNTY'S express prior written approval, shall be a material breach of the AGREEMENT which may result in the termination of the AGREEMENT. In the event of such termination, COUNTY shall be entitled to pursue the same remedies against Consultant as it could pursue in the event of default by Consultant.

35. Notices

Any notice required or desired to be given pursuant to this AGREEMENT shall be given in writing and addressed as follows:

COUNTY

Department of Public Works  
Architectural Engineering Division  
CONTRACTS & Operations, 8th Floor  
900 South Fremont Avenue  
Alhambra, CA 91803  
(626) 458-2593

CONSULTANT

Sikand Engineering Associates  
15230 Burbank Blvd., Suite 100  
Van Nuys, CA 91411-3586  
(818) 787-8550

The address for notice may be changed by giving notice pursuant to this paragraph.

35. Entire AGREEMENT

This CONTRACT constitutes the entire AGREEMENT between COUNTY and Consultant and may be modified only by further written AGREEMENT between the parties hereto.

/

/

/

/

/

IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Director of the Department of Public Works, and the Consultant has hereunto subscribed its corporate name and affixed its corporate seal by its duly authorized officers the day, month, and year herein first above written.

COUNTY OF LOS ANGELES

SIKAND ENGINEERING ASSOCIATES

By \_\_\_\_\_  
Deputy Director  
Department of Public Works

By \_\_\_\_\_  
President

By \_\_\_\_\_  
Secretary

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.  
County Counsel

By \_\_\_\_\_  
Deputy